

DOC # 2000-498117

12/14/2000 08:00A Fee:72.00

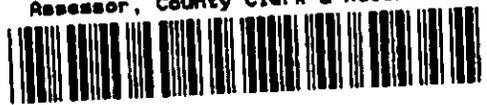
Page 1 of 13 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY:

NORTH AMERICAN TITLE CO.

AND WHEN RECORDED MAIL TO:

Goldman Senior Housing
11812 San Vicente Blvd # 600
Los Angeles, Ca 90049-5063

ATTN:

T.O. No.

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226-131-014-8

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Grant Deed

TITLE OF DOCUMENT

DX-

1227

1320⁰⁰

Documentary transfer tax \$

- Computed on full value of property conveyed, or
- Computed on full value less liens and encumbrances remaining thereon at time of sale.

Signature of declarant or agent determining tax-firm name

Unincorporated area City of Riverside

THIS AREA FOR
RECORDER'S USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

(Additional Recording Fee Applies)

DX1227

RECORDING REQUESTED BY:
NORTH AMERICAN TITLE CO.

RECORDING REQUESTED BY:)
Redevelopment Agency of the City of Riverside)
3900 Main Street)
Riverside, California 92522)

AFTER RECORDATION, MAIL TO)
AND MAIL TAX STATEMENTS TO:)

Goldware Senior Housing Limited Partnership)
11812 San Vicente Boulevard, Suite 600)
Los Angeles, California 90049-5063)

This document exempt from recording fees
pursuant to Government Code Section 6103
DX -

GRANT DEED

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For valuable consideration, receipt of which is hereby acknowledged, this 29th day of November, 2000, the **REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE**, a public body, corporate and politic, organized and acting under the Community Redevelopment Law of the State of California (the "Grantor") hereby grants to **GOLDWARE SENIOR HOUSING LIMITED PARTNERSHIP**, a limited partnership (the "Grantee"), certain real property hereinafter referred to as the "Site" situated in the City of Riverside, County of Riverside, State of California, and legally described in Exhibit "A" attached hereto and incorporated herein by this reference, subject to the existing covenants, conditions, restrictions, reservations and easements of record described therein.

32 - 8957-23

1. The Site is being conveyed by the Grantor to increase, improve and preserve the community's supply of low to moderate income housing available at an affordable housing cost pursuant to that certain Lease Agreement with Option to Purchase by and between Grantor and Grantee's predecessor in interest Thomas L. Safran dba Thomas Safran & Associates dated March 14, 2000 and Amendment No. 1 thereto dated June 13, 2000, (collectively, "Lease/Option"). As contemplated by the Lease/Option this conveyance is subject to that certain HOME Partnership Investment Loan Agreement by and between the City of Riverside, a California municipal corporation ("City") and Grantee dated as of November 7, 2000 (the "Loan Agreement"), a copy of which is on file with the City as a public record and which is incorporated herein by reference. All capitalized terms used herein and not otherwise defined herein shall have the same meaning as those used in the Loan Agreement.

2. Grantor excepts and reserves from the conveyance herein described all interest of the Grantor in oil, gas, hydrocarbon substances and minerals of every kind and character lying more than five hundred (500) feet below the surface, together with the right to drill into, through, and to use and occupy all parts of the Site lying more than five hundred (500) feet below the surface thereof for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances or minerals from said Site or other lands, but without, however, any right to use either the surface of the Site or any portion thereof within five hundred (500) feet of



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the surface for any purpose or purposes whatsoever, or to use the Site in such a manner as to create a disturbance to the use or enjoyment of the Site.

3. The Grantee hereby covenants and agrees, for itself and its successors and assigns, that the Grantee shall devote the Site only to residential uses for Senior Citizen Households as specified in the Loan Agreement and that certain Regulatory Agreement (attached thereto as Exhibit "D") entered into by and between the City and the Grantee dated as of November 7, 2000 and recorded against the Site (the "Regulatory Agreement"). The Grantee hereby covenants and agrees, for itself and its successors and assigns, that the Grantee shall develop, use and operate the Project (as defined in the Loan Agreement) upon the Site in accordance with the Loan Agreement and the Regulatory Agreement.

4. For the period from the date of recordation of this Grant Deed up to the issuance by the City of the final Certificate of Occupancy for the Project:

a. The Grantor has the additional right, at its election, to reenter and take possession of the Site (or any part thereof), with all improvements thereon, and terminate and revert in the Grantor the estate hereby conveyed to the Grantee if the Grantee (or its successors in interest) shall:

(i) subject to the extensions of time set forth in Section VI.C. of the Loan Agreement, fail to start the construction of the Project as required by the Loan Agreement for a period of thirty (30) days after written notice of default thereof from the Grantor; or

(ii) subject to the extensions of time set forth in Section VI.C. of the Loan Agreement, abandon or substantially suspend construction of the Project as required by the Loan Agreement for a period of thirty (30) days after written notice thereof from the Grantor; or

(iii) contrary to the provisions of Section I.C. of the Loan Agreement, transfer or suffer any involuntary transfer of the Site or any part thereof in violation thereof.

The periods set forth in paragraphs (i), (ii) and (iii) above shall be extended if, within thirty (30) days after notice is delivered by the Grantor, the Grantee delivers to the Grantor notice that it has elected to submit a plan to cure such default or defaults within one hundred twenty (120) days of the Grantee's notice.

b. The right to reenter, terminate and revert shall be subject to and be limited by and shall not defeat, render invalid or limit: (i) any mortgage or deed of trust or other security interest permitted by the Loan Agreement; or (ii) any rights or interests provided in the Loan Agreement for the protection of the holders of such mortgages or deeds of trust or other security interests.

c. Upon issuance by the City of a final Certificate of Occupancy for the Project, the Grantor's right to reenter, terminate and revert shall terminate.

d. Upon the revesting in the Grantor of title to the Site as provided in this Section 4, the Grantor shall, pursuant to its responsibilities under state law, use its reasonable efforts to resell the Site as soon and in such manner as the Grantor shall find feasible and



consistent with the objectives of such law to a qualified and responsible party or parties as determined by the Grantor, who will assume the obligation of making or completing the Project, or such improvements in their stead as shall be satisfactory to the Grantor and in accordance with the uses specified for the Site. Such party shall be required to pay for a pro rata share of the cost of construction, maintenance and operation of the common area improvements upon the Site. Upon such resale of the Site, the net proceeds thereof after repayment of any mortgage or deed of trust encumbering the Site which is permitted by the Loan Agreement, shall be applied:

(i) First, to reimburse the Grantor, on its own behalf or on behalf of the City, all costs and expenses incurred by the Grantor, excluding City and Grantor staff costs, but specifically including (but not limited to) any expenditures by the Grantor or the City in connection with the revesting, management and resale of the Site or part thereof (but less any income derived by the Grantor from the Site or part thereof in connection with such management); all taxes, assessments and water or sewer charges with respect to the Site or part thereof which the Grantee has not paid; any payments made or necessary to be made to discharge any encumbrances or liens existing on the Site or part thereof at the time of revesting of title thereto in the Grantor, or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Grantee, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Project or any part thereof on the Site, and any amounts otherwise owing the Grantor, and, in the event additional proceeds are thereafter available,

(ii) Second, to reimburse the Grantee, its successor or transferee, up to the amount equal to the sum of (a) the costs incurred for the acquisition and development of the Site at the time of the reentry and possession, less (b) any net gains or income withdrawn or made by the Grantee from the Site or the improvements thereon.

(iii) Any balance remaining after such reimbursements shall be retained by the Grantor as its property.

e. The rights established in this Section 4 are not intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy authorized herein or now or hereafter existing at law or in equity. These rights are to be interpreted in light of the fact that the Grantor hereby conveys the Site to the Grantee for low to moderate income housing purposes, particularly for development of the Project and not for speculation in land.

5. The Grantee covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site and the Project, nor shall the Grantee itself, or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Site and the Project.



All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

- a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."
- b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."
- c. In contracts: "There shall be no discrimination against or segregation of any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

6. Except as otherwise provided, the covenants contained in this Grant Deed shall remain in effect in accordance with the terms and conditions of the Regulatory Agreement. The covenants to devote the Site exclusively to residential uses for Senior Citizen Households contained in Section 3 and the covenants against discrimination contained in Section 5 of this Grant Deed shall remain in effect in perpetuity.



7. To the fullest extent permitted by law or equity, the covenants and agreements contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise, be binding on the Grantees' successors and assigns and run for the benefit and in favor of and shall be enforceable by the Grantor, the City and their successors and assigns for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor or the City is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

8. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument permitted by the Loan Agreement; provided, however, that any successor of Grantee to the Site shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

9. Only Grantor and the City, their successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Site shall have the right to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed, or to subject the Site to additional covenants, easements, or other restrictions. For purposes of this Section 9, successors and assigns of the Grantee shall mean only those parties who hold all or any part of the Site in fee title, and does not include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity holding less than a fee interest in the Site.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, as of the date first written above.

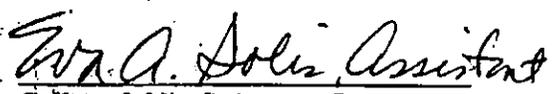
"GRANTOR"

REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE, a public body, corporate and politic

By:

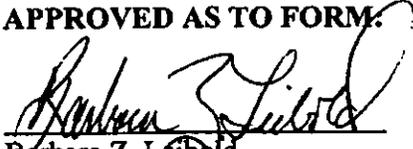

Robert C. Wales, P.E. Executive Director

ATTEST:


Colleen J. Nicol, Agency Secretary
EVA A Solis



APPROVED AS TO FORM.



Barbara Z. Leibold,
Agency Special Counsel

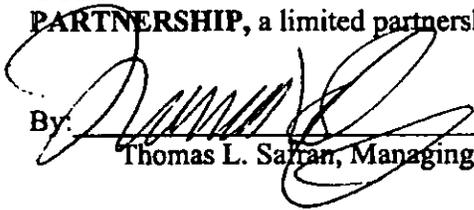


Kathleen M. Donze
Agency General Counsel

The undersigned Grantee accepts title subject to the covenants hereinabove set forth.

"GRANTEE"

**GOLDWARE SENIOR HOUSING LIMITED
PARTNERSHIP, a limited partnership**

By: 

Thomas L. Saffan, Managing General Partner



EXHIBIT "A"

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

That portion of the Northwest Quarter of the Southwest Quarter of Section 33, Township 2 South, Range 5 West, San Bernardino Meridian, as shown by United States Government Survey, described as follows:

COMMENCING at the intersection of the centerline of Sierra Street with the centerline of Streeter Avenue as shown by said Record of Survey on file in Book 43, Page 99 of Record of Surveys;

THENCE North $0^{\circ}00'09''$ West, along said centerline of Streeter Avenue, a distance of 315.01 feet to a line which is parallel with and distant 315.00 feet northerly, as measured at right angles, from said centerline of Sierra Street;

THENCE North $89^{\circ}26'30''$ East, along said parallel line, a distance of 44.00 feet to a line which is parallel with and distant 44.00 feet easterly, as measured at right angles, from said centerline of Streeter Avenue, and the POINT OF BEGINNING of the parcel of land being described;

THENCE North $89^{\circ}26'30''$ East, continuing along said parallel line, a distance of 248.00 feet;

THENCE North $59^{\circ}26'30''$ East, a distance of 62.00 feet;

THENCE South $30^{\circ}33'30''$ East, at right angle to the previous course, a distance of 70.44 feet to a line which is parallel with and distant 285.00 feet northerly, as measured at right angles, from said centerline of Sierra Street;

THENCE North $89^{\circ}26'30''$ East, along said last mentioned parallel line, a distance of 384.79 feet to the northerly prolongation of the westerly line of said South 228.00 feet of the East 66.00 feet of the West One-Half of the West One-Half of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of said Section 33;

THENCE South $0^{\circ}01'19''$ West, along said northerly prolongation of said westerly line, a distance of 57.00 feet to the North line of said South 228.00 feet of the East 66.00 feet of the West One-Half of the One-West Half of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of said Section 33;

THENCE North $89^{\circ}26'30''$ East, along said last mentioned North line, a distance of 66.00 feet to the westerly line of Hardman Tract No. 2, as shown by map on file in Book 23, Page 24 of Maps, records of said Riverside County;

THENCE North $0^{\circ}01'19''$ East, along said westerly line and along the westerly line of Parcels 1, 2 and 3 of Record of Survey on file in Book 23, Page 41 of Record of Surveys,

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records of said Riverside County, a distance of 435.81 feet to the northwest corner of said Parcel 3;

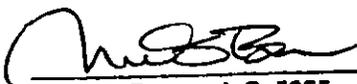
THENCE South 89°30'23" West, along the easterly prolongation of the northerly line of Parcel 1 of said Record of Survey on file in Book 43, Page 99 of Record of Surveys, a distance of 629.12 feet to the northeast corner of said Parcel 1;

THENCE South 0°01'41" West, along the east line of said Parcel 1, a distance of 85.97 feet to the southeast corner of said Parcel 1;

THENCE South 89°29'18" West, along the south line of said Parcel 1, a distance of 158.98 feet to said line which is parallel with and distant 44.00 feet easterly, as measured at right angles, from the centerline of Streeter Avenue;

THENCE South 0°00'09" East, along said last mentioned parallel line, a distance of 263.67 feet to the POINT OF BEGINNING; the preceding eleven courses being along the boundary of that certain parcel of land described in deed to the Redevelopment Agency of the City of Riverside, by document recorded March 13, 2000, per Document No. 2000-090788 of Official Records of said Riverside County.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 Date 12/14/03 Prep. Vog
Mark S. Brown, L.S. 5655
License Expires 9/30/03



CENTRAL

AVENUE

AVENUE

STREETER

SIERRA

STREET

S89°30'23"W

629.12'

PAR. 1

R/S 43/99

NW 1/4 SW 1/4 SECTION 33
T. 2 S., R. 5 W., S.B.M.

REDEVELOPMENT AGENCY
MARCH 13, 2000
#2000-090788 O.R.

P.O.B.

PAR. 3

PAR. 2

PAR. 1

LOT 7

HARDMAN TRACT
NO. 2
M.B. 23/24



• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

52.4

SCALE: N.T.S.

DRAWN BY: Kgs DATE: 10/23/00

SUBJECT: GOLDWARE HOUSING



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12/14/2008 68:68A
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STATE OF CALIFORNIA)

COUNTY OF Los Angeles) ss.)

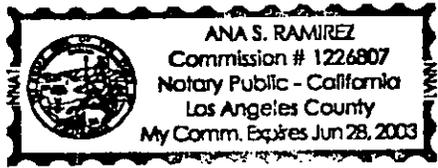
On November 16, 2000, before me, Ana S. Ramirez, Notary Public,
(Print Name of Notary Public)

personally appeared Thomas L. Safran,

personally known to me

-or-

~~proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.~~



WITNESS my hand and official seal.

Ana S. Ramirez
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

Individual
Corporate Officer

Grant Deed - Riverside
Title Or Type of Document

Partner(s) Title(s)
Limited
General

Number Of Pages

Attorney-In-Fact
Trustee(s)
Guardian/Conservator
Other:

Date Of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of RIVERSIDE

On November 29, 2000 before me, JANIS LOWRY, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared ROBERT C. WAGES and EVA A. SOUS
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Janis Lowry
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____



DX1227

Government Code 27361.7

I certify under penalty of perjury that the notary seal on the document to which This statment is attached, read as follows:

NAME OF NOTARY Janis Lowry
COMISION # 1234438 COUNTY WHERE BOND FILED Orange
M# NNA1 DATE COMMISION EXPIRES 10/9/2003 DATE 11/29/2000
[Signature]
SIGNATURE _____ NORTH AMERICAN TITLE COMPANY

Government Code 27361.7

I certify under penalty of perjury that the notary seal on the document to which This statment is attached, read as follows:

NAME OF NOTARY _____
COMISION # _____ COUNTY WHERE BOND FILED Orange
M# _____ DATE COMMISION EXPIRES _____ DATE _____
SIGNATURE _____ NORTH AMERICAN TITLE COMPANY

Government Code 27361.7

I certify under penalty of perjury that the notary seal on the document to which This statment is attached, read as follows:

NAME OF NOTARY _____
COMISION # _____ COUNTY WHERE BOND FILED Orange
M# _____ DATE COMMISION EXPIRES _____ DATE _____
SIGNATURE _____ NORTH AMERICAN TITLE COMPANY

